

1 Michael I. Wayne, Esq. (CSB # 169840)
2 Michaelwayne1@mac.com

3 **LAW OFFICES OF MICHAEL I. WAYNE, APC**
4 149 So. Barrington Ave., No. 143
5 Los Angeles, California 90049
6 (310) 926-6453

7 Attorneys for Plaintiff,
8 UNITED STATES FOR THE USE AND
9 BENEFIT OF FERGUSON
10 ENTERPRISES, INC.

11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 UNITED STATES FOR THE USE AND
14 BENEFIT OF FERGUSON ENTERPRISES,
15 INC., a Virginia corporation,

16 Plaintiff,

17 v.

18 MCCULLOUGH PLUMBING, INC., a
19 California corporation; THE GUARANTEE
20 COMPANY OF NORTH AMERICA USA, a
21 Michigan corporation; HALBERT
22 CONSTRUCTION COMPANY, INC., a
23 California corporation; THE WESTERN
24 SURETY COMPANY, a South Dakota
25 corporation,

26 Defendants.

27 Case No.: 3:17-cv-03382-MEJ

28 **STIPULATION OF DISMISSAL AND
[PROPOSED] ORDER**

29 **AMOUNT: \$27,635.04**

30 WHEREAS, Plaintiff, UNITED STATES FOR THE USE AND BENEFIT OF
31 FERGUSON ENTERPRISES, INC., a Virginia corporation filed its Complaint on Miller Act
32 Payment Bonds pursuant to 28 U.S.C. § 1331 and the provisions of the Miller Act, 40 U.S.C.
33 § 3133(b)(3)(B), on JUNE 12, 2017;

34 WHEREAS, Plaintiff and Defendants, MCCULLOUGH PLUMBING, INC., a
35 California corporation (“MCCULLOUGH”) and THE GUARANTEE COMPANY OF
36 NORTH AMERICA USA, a Michigan corporation (“GUARANTY”) settled this matter on

1 or about August 10, 2017;

2 THEREFORE, IT IS HEREBY STIPULATED by and between Plaintiff and
3 Defendants, MCCULLOUGH and GUARANTEE, through their designated counsel that the
4 above-captioned action should be dismissed without prejudice as to all Defendants pursuant
5 to FRCP 41(a)(1)(A). The parties further stipulate that, except as set forth in the written
6 Stipulation for Entry of Judgment between them, the parties shall bear their own attorney's
7 fees, expenses and costs.

8

9 IT IS SO STIPULATED.

10

11 Dated: 10/27/17

12 LAW OFFICES OF MICHAEL I. WAYNE, APC

13

14 By:

15 Michael I. Wayne, Esq.
16 Attorneys for Use-Plaintiff and Plaintiff,
17 FERGUSON ENTERPRISES, INC., a Virginia
18 corporation

19

20

21

22

23

24

25

26

27

28

DATED: 10/26/17

SCHWARTZ SEMERDJIAN CAULEY & MOOT LLP

19 By:

20 Kevin T. Cauley, Esq.
21 Attorneys for Defendants
22 MCCULLOUGH PLUMBING, INC., a California
23 corporation and THE GUARANTEE COMPANY OF
24 NORTH AMERICA USA. a Michigan corporation

1

~~[PROPOSED] ORDER~~

2

3 The Court having considered the stipulation of the parties, and good cause appearing
4 therefor, orders as follows:

5 1. The action is dismissed without prejudice as against all Defendants pursuant to
6 FRCP 41(a)(1)(A).

7 2. Each party shall bear their own costs and attorneys' fees.

8 3. The Court shall retain jurisdiction over this matter to enforce the terms of the
9 written Stipulation for Entry of Judgment.

10

IT IS SO ORDERED.

11

12

Dated: October 31, 2017

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

